

### REMARKS

Applicant expresses appreciation to the Examiner for consideration of the subject patent application. This amendment is in response to the Office Action mailed July 14, 2005. Claim 6 was rejected. The claim has been amended to address the concerns raised by the Examiner.

Claims 1-5 were originally presented. Claim 6 was previously added. Claims 1-5 were previously canceled. Claim 6 remains in the application. Claim 6 has been amended.

#### **Claim Rejections - 35 U.S.C. § 103**

Claim 6 was rejected under 35 U.S.C. § 103 as being unpatentable over Conzelman, Jr. et al., U.S. 2,656,545 (hereinafter "Conzelman") in view of Haslam, II et al., U.S. 5,413,611 (hereinafter "Haslam").

Claim 6 has been amended to positively claim structure limitations showing that the hydrostatic fluid remains within the pouch at the end of each digit.

The Conzelman and Haslam references, when combined, do not teach or suggest all of the elements of claim 6. Specifically, the Conzelman reference does not teach a hydrostatic fluid filled pouch, and the Haslam reference does not overcome that deficiency.

As stated in the previous response, FIG. 1 of Conzelman merely shows a device for transmitting pressure to a user. (See Col. 1, Lines 1-12). The Conzelman device is not configured to allow a better grip on an object being held with the hand.

Conzelman also fails to disclose a hydrostatic fluid filled pouch. Instead, Conzelman discloses a first bladder 150 connected to a second bladder 152. (See Col. 2, Line 44 to Col. 3, Line 7). Fluid from the first bladder travels to the second bladder which is used to apply pressure to the skin of the user. Thus, the fluid within the first bladder is a hydraulic fluid which travels to the second bladder and back depending upon pressure placed upon the first bladder. By definition, a hydraulic fluid flowing between two places cannot be a hydrostatic fluid.

The term hydrostatic fluid means that the fluid remains within an enclosed pouch to improve gripping. Because the hydrostatic fluid remains in the pouch, it can conform to an object and the Conzelman device cannot do this.

Claim 6 of the present invention, as amended, claims a grip device, comprising:

(a) **at least two opposable digits;**

(b) **a drive linkage configured to enable the two opposable digits to grip; and**

(c) **digit tip pads with a pouch connected to the end of each digit; and**

(d) **a hydrostatic fluid filling the pouch, wherein the hydrostatic fluid remains within the pouch to enable a better grip on an object being held.**

Neither Haslam nor Conzelman show two opposable digits nor digit tip pads having a hydrostatic fluid filled pouch connected to the end of each digit. It is not disclosed in either application that the digits on the prosthetic devices are opposable. Further, as in Conzelman, Haslam does not teach or disclose a drive linkage configured to enable the two opposable digits to grip. Rather, Haslam discloses a computerized electronic hand prosthesis device which is capable of exerting a mechanical gripping force in response to an electric signal produced by the movement of a muscle. While Haslam discloses a prosthetic device capable of producing a mechanical gripping force, no drive linkage per se is taught or disclosed in Haslam.

Thus, the combination of Conzelman and Haslam does not produce the present invention. Therefore, Applicant respectfully submits that claim 6 is allowable, and urges the Examiner to withdraw the rejection.

**CONCLUSION**

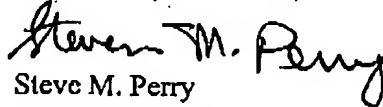
In light of the above, Applicant respectfully submits that pending claim 6 is now in condition for allowance. Therefore, Applicant requests that the rejections and objections be withdrawn, and that the claim be allowed and passed to issue. If any impediment to the allowance of these claims remains after entry of this Amendment, the Examiner is strongly encouraged to call Steve Perry at (801) 566-6633 so that such matters may be resolved as expeditiously as possible.

No claims were added. Therefore, no additional fee is due.

The Commissioner is hereby authorized to charge any additional fee or to credit any overpayment in connection with this Amendment to Deposit Account No. 20-0100.

DATED this 14th day of September, 2004.

Respectfully submitted,



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